

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tippmann Pneumatics, Inc.		06/17/2004	CORPORATION: INDIANA

RECEIVING PARTY DATA	
Name:	Tippmann Pneumatics, LLC
Street Address:	2955 Adams Center Road
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46803
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78392301	TIPPMANN

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jennifer.gutterman@weil.com
Correspondent Name:	Jennifer Gutterman
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	76689.0043
NAME OF SUBMITTER:	Phyllis Eremitaggio

Total Attachments: 4
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CH \$40.00 78392301

Trademark Assignment

WHEREAS, the undersigned, Tippmann Pneumatics, Inc., an Indiana corporation, having its principal office and place of business at 2955 Adams Center Road, Fort Wayne, Indiana 46803, U.S.A. (“**Assignor**”), has adopted, used and is using, and is the owner of, Assignor’s name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks, trade styles, logos and other source or business identifiers and applications, and all goodwill and common-law rights related thereto, and the right to obtain all renewals thereof and the registrations and the applications thereof in the U.S. Patent and Trademark Office (collectively, “**Marks**”);

WHEREAS, Tippmann Pneumatics, LLC, a Delaware limited liability company, having its principal office and place of business at 2955 Adams Center Road, Fort Wayne, Indiana 46803, U.S.A. (“**Assignee**”), desires to acquire the entire right, title and interest therein;

WHEREAS, this Trademark Assignment (this “**Assignment**”) is subject to the terms and conditions of the Initial Subscription to Units, dated as of even date herewith, by and between Assignor and Assignee (the “**Subscription Agreement**”) (capitalized terms used herein but not otherwise so defined shall have the meaning given such term in the Subscription Agreement);

AND WHEREAS, reference is made to that certain Unit Purchase and Redemption Agreement, dated as of even date herewith, among the Investor Entities (as defined therein), Assignor, Dennis J. Tippmann, Jr., Dennis J. Tippmann, Sr., and Assignee (the “**Purchase Agreement**”);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to this Assignment, Assignor hereby sells, assigns, conveys and transfers to Assignee all right, title and interest in and to the Marks used in the Business, including those set forth on **SCHEDULE A1** hereto, and the registrations and the applications thereof, together with all common-law rights and goodwill of the business symbolized by the Marks and the registrations and the applications, all causes of action for damages, including by reason of past or present infringement or misappropriation thereof, and all income, royalties or payments due as of the date hereof or hereafter.

Assignor agrees not to use the Marks or any variations of the Marks after execution of this Agreement. Furthermore, Assignor agrees not to challenge the validity of the Marks or title of Assignee to the Marks.

Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact for the purpose of executing all such documents as may be necessary for securing, recording or otherwise effectuating this Assignment in Assignor’s name, and Assignor shall cooperate with Assignee in Assignor’s efforts to perfect its title to the Marks.

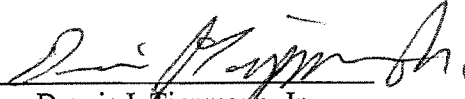
This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

* * * *[Signatures Follow]* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment
this 17th day of June, 2004.

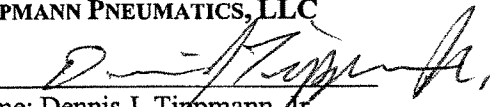
ASSIGNOR

TIPPMANN PNEUMATICS, INC.

By: 
Name: Dennis J. Tippmann, Jr.
Title: President

ASSIGNEE

TIPPMANN PNEUMATICS, LLC

By: 
Name: Dennis J. Tippmann, Jr.
Title: Manager

**ACKNOWLEDGEMENT
FOR ASSIGNOR**

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

On this 17th day of June, 2004, before me, Tammy J. Killian, a notary public in and for said County and State, personally appeared **Dennis J. Tippmann, Jr.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

T. J. Killian
Notary Public Tammy J. Killian
County of Residence: Allen
Notary Exp: 8/23/2007

**ACKNOWLEDGMENT
FOR ASSIGNEE**

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

On this 17th day of June, 2004, before me, Tammy J. Killian, a notary public in and for said County and State, personally appeared **Dennis J. Tippmann, Jr.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

T. J. Killian
Notary Public Tammy J. Killian
County of Residence: Allen
Notary Exp: 8/23/2007

SCHEDULE A1

MARK	U.S. TRADEMARK APPLN. SERIAL NUMBER	OWNER
TIPPMANN	78392301	Tippmann Pneumatics, Inc.

Schedule B1